A state cannot divest itself of those powers which it was created to exercise. See *Stone* v. *Mississippi*, 101 U. S. 814, 819. Hence any attempt to bargain away its governmental powers is futile, and not within the protection of the contract clause. *Newton* v. *Commissioners*, 100 U. S. 548; *Stone* v. *Mississippi*, *supra*. The rate-making power, whether it be regarded as within the broad scope of the police power, or as inherent in the power to regulate all business affected with a public interest, seems essentially governmental. See *Munn* v. *Illinois*, 94 U. S. 113, 125; *Railroad Commission Cases*, 116 U. S. 307, 325, 330; *cf.* 23 HARV. L. REV. 388. Accordingly, there is a strong presumption that no attempt to contract it away has been made. *Knoxville Water Co.* v. *Knoxville*, 189 U. S. 434; *Matthews* v. *Board of Corporation Commissioners*, 97 Fed. 400. Thus the legislation in the principal case was construed as an authority to the railroad to fix its own rates, revocable at the pleasure of the state. Hence the defendant's contract was subject to this reserved power of revocation. *Louisville & Nashville R. Co.* v. *Mottley*, 219 U. S. 467. A similar case, where the state had delegated to a municipality merely the power to grant such authority to a street railway, must be distinguished on the ground that an attempted revocation by the municipality exceeded the powers delegated to it by the state. *Detroit* v. *Detroit Citizens' Street Ry. Co.*, 184 U. S. 368. A more difficult problem arises where there has been a deliberate attempt by the state to bargain away the rate-making power. But so long as this power is regarded as governmental any such contract should be deemed ineffective, in spite of the contract clause, to prevent subsequent rate legislation. *Laurel Fork R. Co.* v. *Transportation Co.*, 25 W. Va. 324; *contra*, *Pingree* v. *Michigan Cent. R. Co.*, 118 Mich. 314, 76 N. W. 635.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — LIBERTY TO CONTRACT — STATUTE RESTRICTING EMPLOYMENT OF ALIENS. — A statute required municipal corporations to employ on public works only United States citizens. NEW YORK LABOR LAW, Art. 2, § 14; LAWS OF 1909, c. 36. *Held*, that the statute is not a deprivation of rights to which aliens are entitled under the Fourteenth Amendment. *People* v. *Crane*, 52 N. Y. L. J. 2133, 2151. (N. Y. Ct. of App.).

For a criticism of the opposite result in the court below, see 28 HARV. L. REV. 498.

CONSTITUTIONAL LAW — POWERS OF THE EXECUTIVE — DELEGATION OF LEGISLATIVE POWER TO THE EXECUTIVE: IMPLIED AUTHORITY TO WITHDRAW PUBLIC LANDS FROM ENTRY. — Public lands which Congress had opened to occupation and settlement (ACT OF FEB. 11, 1897; 29 STAT. 526; R. S. 2319, 2329) were withdrawn from entry by an executive order of the President, without express authority from Congress. *Held*, that the withdrawal was in pursuance of an authority which could be implied from the long acquiescence of Congress. *United States* v. *Midwest Oil Co.*, U. S. Sup. Ct. Off., No. 278 (Feb. 23, 1915).

For a discussion of this case, see NOTES, p. 613.

CONSTRUCTIVE TRUSTS — LIABILITY OF INNOCENT PARTIES — ATTEMPTED RESERVATION OF EASEMENTS IN GRANT OF DOMINANT TENEMENT. — A grantor conveyed premises abutting on a street over which an elevated railroad had been built. The deed was recorded and expressly reserved the easement in the highway, and all present and future causes of action on account of the construction and continuance of the elevated structure. The grantee conveyed to a sub-grantee, and the grantor's executrix now joins the elevated company and the sub-grantee in a suit in equity to recover damages for the

invasion of the easement. *Held*, that recovery will be allowed. *Drucker* v. *Manhattan Ry. Co.*, 213 N. Y. 543.

The plaintiff is clearly entitled to damages accruing before the conveyance, and in somewhat over half the American jurisdictions, where the whole cause of action accrues at once upon the erection of a permanent structure, this would dispose of the case. *Powers* v. *St. Louis, I. M. & S. Ry. Co.*, 158 Mo. 87, 57 S. W. 1090; *Kankakee & Seneca R. Co.* v. *Horan*, 131 Ill. 288, 23 N. E. 621. *Contra*, *Hoffman* v. *Flint & P. M. R. Co.*, 114 Mich. 316, 72 N. W. 167. See 2 LEWIS, EMINENT DOMAIN, §§ 937, 944. In New York, however, a difficulty arises as to subsequent damages, for that jurisdiction regards the injury as continuing and awards complete damages only in lieu of a permanent injunction. *Galway* v. *Metropolitan Elevated Ry. Co.*, 128 N. Y. 132, 28 N. E. 479; *Pond* v. *Metropolitan Elevated Ry. Co.*, 112 N. Y. 186, 19 N. E. 487. It is clear that the easements themselves could not exist apart from the dominant tenement, and hence could not effectively be reserved at law. *Shepard* v. *Manhattan Ry. Co.*, 169 N. Y. 160, 62 N. E. 151; *Pegram* v. *New York Elevated R. Co.*, 147 N. Y. 135, 41 N. E. 424. But the intent of the reservation was fulfilled by construing it as a covenant by the grantee to hold his claims for damages in trust for the grantor as they accrued. Regarded merely as a covenant, it would be anomalous for it to run with the land, for with a few recognized exceptions the burden of affirmative covenants does not run even in equity. *Miller* v. *Clary*, 210 N. Y. 127, 103 N. E. 1114; *Reid* v. *McCrum*, 91 N. Y. 412. See *Kidder* v. *Port Henry, etc. Co.*, 201 N. Y. 445, 94 N. E. 1070. But *cf. Monroe* v. *Syracuse, L. S. & N. R. R. Co.*, 200 N. Y. 224, 93 N. E. 516. But since the deed showed that the beneficial interest in the easements was not intended to pass, it would be against conscience for the grantee with notice to retain what in substance belonged to the original grantor. Accordingly, equity held him as constructive trustee. See 20 HARV. L. REV. 496. The sub-grantee's position in fact closely resembles that of a conduit of title man, upon whom a trust is imposed if he refuses to convey. *Ryan* v. *Ford*, 151 Mo. App. 689, 132 S. W. 610. The principal case is in accord with an earlier New York decision which allowed recovery from a sub-grantee after he had received damages from the railroad. *Western Union Telegraph Co.* v. *Shepard*, 169 N. Y. 170, 62 N. E. 154. See also *Pegram* v. *New York Elevated R. Co.*, 147 N. Y. 135, 147, 41 N. E. 424, 429; *Schomacker* v. *Michaels*, 189 N. Y. 61, 81 N. E. 555.

CORPORATIONS — CITIZENSHIP AND DOMICILE OF CORPORATION — ENEMY CHARACTER: DOMESTIC CORPORATION COMPOSED OF ALIEN ENEMIES. — All but two of the twenty-five thousand shares of stock of a corporation incorporated in England were held by Germans. The corporation now brings suit against the defendants in an English court. *Held*, that it is entitled to maintain the action. *Continental Tyre & Rubber Co., Ltd.* v. *Daunler Co., Ltd.*, 138 L. T. J. 272 (C. A.).

The court refused to disregard the corporate fiction and held that the enemy character of the shareholders did not alter the character of the corporation. The decision is undoubtedly correct. It shows a proper respect for the separate corporate existence and at the same time involves no danger of aiding the enemy, for it expressly forbids remitting any of the proceeds of the suit to the enemy shareholders. For a discussion of the principles involved, see 15 HARV. L. REV. 60, 236; 28 *id.* 335.

CRIMINAL LAW — STATUTORY OFFENCES — WHITE SLAVE TRAFFIC ACT: LIABILITY OF THE WOMAN FOR CONSPIRACY. — The defendant, a woman, was indicted for conspiring to have herself transported in interstate commerce for purposes of prostitution, in violation of the White Slave Traffic Act. 4 U. S. COMP. STAT., 1913, § 8813. *Held*, that the indictment is valid. *Dictum*, that